

**TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
CONTRACT FOR SERVICES  
CONTRACT NUMBER: 306-16-8047**

This Contract consolidates services procured under RFP 306-10-8007 and Contracts 306-10-8564, 306-10-8007, and 306-10-8128. All provisions of the referenced documents are hereby incorporated, including the license agreements and terms and conditions of FirstSearch WorldCat (Attachment A), WorldCat Navigator (Attachment B), Texas Group Resource Sharing and Access (Attachment C), TSLAC's Terms and Conditions (Attachment D), and the LSTA Terms and Conditions (Attachment E).

**1. Term of Contract**

The term of service under this Contract 306-16-8047 will begin September 1, 2015 and will conclude no later than August 31, 2016, unless otherwise terminated earlier by either party.

**2. Contract Amount**

Per Attachments A, B, and C, the total renewal amount for the period of September 1, 2015 – August 31, 2016 is **\$2,003,229.82**. The cost breakdown for each individual service is outlined below.

Attachment A - FirstSearch WorldCat	\$1,076,258.00
Attachment B - WorldCat Navigator	\$ 385,533.14
Attachment C – Texas Group Resource Sharing and Access	\$ 541,438.68

**3. Source of Funds**

A breakdown of funding is provided below:

- Percentage of total costs of the program which will be financed with General Revenue appropriations from Texas Legislature: 0%
- Dollar amount of General Revenue appropriations from Texas Legislature: \$0.00
- Percentage and dollar amount of total costs of the program, with all Attachments and Amendments, which will be financed with Federal money: **100% & \$2,003,229.82**
- Percentage and dollar amount of total costs of the project that will be financed with non-government sources: 0% & \$0.00
- Grant Number: LS-00-15-0044-15 – FFY2015 – CFDA: 45.310 – Grants to States – Institute of Museum and Library Services

**4. Payment for Services**

Please place the following tracking number on the invoice. Tracking numbers for remaining terms will be assigned for future renewals.

September 1, 2015 – August 31, 2016 – Tracking number: **306-16-8047**

Invoices for services must contain the tracking number listed above and be submitted to the following address. Invoices not submitted to either the physical OR email address below **will not** be accepted or considered received under the provisions of the Prompt Payment Law.

Texas State Library and Archives Commission  
Accounting Department  
PO Box 12516  
Austin, Texas 78711

OR

AP@tsl.texas.gov

**5. General**

The TSLAC Terms and Conditions (Appendix D) have been amended to add the following. The Amended TSLAC Terms and Conditions are hereby fully incorporated into this Contract.

*TSLAC Terms and Conditions Additions (Appendix B) as modified*

- |  |  |
|--|--|
| 1. Notices   | 54. Termination for Convenience                              |
| 2. Debarred Vendors List   | 55. Termination Remedies                                     |
| 3. Duty to Disclose  | 56. Survival Terms   |
| 7. No Other Benefits   | 57. Supporting Documents; Right to Audit; Independent Audits |
| 8. Prohibited Use of Appropriated or Other Funds Under Control of State Agency; Lobbying | 59. Records Retention  |
| 10. Confidentiality and Open Records   | 65. Provision for Direct Deposit                             |
| 12. No Conflicts   | 66. E-Verify   |
| 13. Specifications   |  |
| 15. Permits, Licenses  |  |
| 17. Control; Ownership; Legal Proceedings  |  |
| 18. Time Limits  |  |
| 26. Liability for Taxes  |  |
| 30. State Auditor's Clause   |  |
| 31. Patents and Copyrights   |  |
| 40. Property Rights  |  |
| 41. Acceptance of Products and Services  |  |
| 50. Drug Free Workplace  |  |

*LSTA Terms and Conditions (Appendix E) have been amended as attached.* The Amended LSTA Terms and Conditions are hereby fully incorporated into this Contract.

THE UNDERSIGNED RECEIVING AGENCY Hereby certifies that (1) services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) the services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

Receiving Agency

Texas State Library and Archives Commission  
P.O. Box 12927  
Austin, Texas 78711-2927

*Mark Smith*

Mark Smith  
Director and Librarian

*8/6/15*

Date

Performing Agency

OCLC Online Computer Library Center, Inc.  
MC/202  
6565 Kilgour Place  
Dublin, Ohio 43017-3395

*Bruce A. Crocco*

Bruce A. Crocco  
Vice President

*7/30/2015*

Date



Approved:

*Donna Osborne 8/6/15*

Donna Osborne  
Chief Fiscal Officer

Date

*Deborah Littrell 8/6/15*

Deborah Littrell  
Director of Library Development and Networking

Date

*Sara Hayes 8/10/15*

Sara Hayes  
Contract Manager

Date

*Christy C. Cramer 8/10/15*

Purchaser

Date

## Attachment A

6/29/2015

Texas State Library Archives Commission  
Statewide  
WorldCat Discovery Renewal

12 Month Renewal

<b>Institution Symbol</b>	<b>Insitution Name</b>	<b># of Users</b>	<b>WorldCat Discovery Renewal for 9/1/2015 - 08/31/2016</b>
TLY	Texas State Library & Archives Commission	Unlimited	\$1,076,258

A 3.00% price increase has been included for the renewal period.

## Attachment B

6/29/2015

Texas State Library Archives Commission  
Navigator Project

12 Month Renewal

<b>Navigator Year 4 (Post Pilot) Pricing</b>	<b>Renewal Period 9/1/2015-8/31/2016</b>
Discovery & Delivery	\$349,452.45
Discovery & Delivery Training	\$19,584.00
CatExpress*	\$16,496.69
Ezproxy	\$0.00
<b>Total for Navigator Year 1</b>	<b>\$385,533.14</b>

\* Based on 80% Batchload, 20% CatExpress; If CatExpress libraries go over 20%, an additional \$115 per library will be charged.

\*\*EZproxy is included at no charge

All line items with the exception of training include a price increase of 4.25% for this renewal cycle instead of the 5% price increase that was documented in the contract.

## Attachment C

6/29/2015

### Texas State Library Archives Commission Group WorldShare ILL Subscription and Access Fees

12 Month Renewal

<b>Institution Symbol</b>	<b>Participating Institution</b>	<b>WorldShare ILL Subscription Renewal Period 9/1/2015-8/31/2016</b>	<b>Access Subscription Renewal Period 9/1/2015-8/31/2016 (Paid by TSLAC)</b>
<b><u>TX@</u></b>	<b>Texas State Library - Group WorldShare ILL Contract</b>	<b>\$474,128.38</b>	<b>\$67,310.30</b>
ACC	Amarillo College Library (HLC)		
ADRW	Andrews County Library		
ALEML	Alexander Memorial Library		
ALSLM	Allan Shivers Library & Museum		
ALVDP	Alvord Public Library		
AMCPL	Alma M Carpenter Public Library		
AMLJL	Austin Memorial Library		
AR9	Arlington Public Library System		
AZLEP	Azle Memorial Library		
B@N	San Benito Public Library		
BCPCP	Bee Cave Public Library		
BDGCL	Bridge City Public Library		
BDO	Bailey H Dunlap Memorial Library		
BELLA	Bellaire City Library (HALAN)		
BELPL	Bellville Public Library		
BENPL	Benbrook Public Library		
BMLLS	Fannie Brown Booth Memorial Library		
BMLMP	Muenster Public Library		
BNR	Joe Barnhart Bee County Library		
BPE	Burleson Public Library		
BPLCP	Bryan+College Station Public Library System		
BSBPL	Bulverde Area Rural Library District		
BSPJL	Balch Springs Library-Learning Center		
BTCLS	Burnet County Library System		
BUDAP	Buda Public Library (Basil Anthony Moreau Memorial Library)		
BULCL	Bullard Community Library		
BWZ	McLennan Community College		
CASPL	Castroville Public Library		
CCA	Corpus Christi Public Libraries		
CCLML	Cochran County Love Memorial Library		
CCPMT	The Colony Public Library		
CCTYL	City County Library		
CELIN	Celina Public Library		
CHBRC	Chambers County Library System		
CLMPL	Coleman Public Library		
CMFTP	Comfort Public Library		
COLBT	Colleyville Public Library		

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Texas State Library Archives Commission  
Group WorldShare ILL Subscription and Access Fees

12 Month Renewal

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CPCBT	Copperas Cove Public Library		
CPPJL	Cross Plains Public Library		
CRNJL	Carnegie Library of Ballinger		
CRSBY	Crosby County Library		
CTYJL	County-City Library		
CW#	Clarendon College (HLC)		
CWPCP	Camp Wood Public Library		
D9M	New Braunfels Public Library		
D9S	DeSoto Public Library		
DA#	Fort Stockton Public Library		
DAWCL	Dawson County Public Library		
DB\$	Laredo Public Library		
DB@	Terrell Public Library		
DDAJL	Breckenridge Library		
DE#	San Marcos Public Library		
DEERP	Deer Park Public Library		
DF\$	Taylor Public Library		
DMOPL	Dennis M O'Connor Public Library		
DUNPL	Duncanville Public Library		
E9T	Ethel L Whipple Memorial Library		
ECT	Ector County Library		
ELPML	El Progreso Memorial Library		
EPASS	Eagle Pass Public Library		
FHP	Frisco Public Library		
FLSCP	Falls City Public Library		
FLWMD	Flower Mound Public Library		
FLYDC	Floyd County Library		
FPC	Frank Phillips College, Borger (HLC)		
FRSJL	Ferris Public Library		
FSIMP	Friench Simpson Memorial Library		
FT6	Longview Public Library		
FTX	Fort Bend County Libraries		
G4Z	Gatesville Public Library		
GIBML	Gibbs Memorial Library		
GMIJG	Claud H Gilmer Memorial Library		
GRPVE	Grapevine Public Library		
H4L	Howard College Anthony Hunt Library		
HACPL	Haltom City Public Library		
HCLJL	Howe Community Library		

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HDL	Hidalgo County Library System		
HKHPL	Harker Heights Public Library		
HLNDP	Highland Park Library		
HOCKP	Hockley County Memorial Library		
HPWJL	Harrie P Woodson Memorial Library		
HT#	Harris County Public Library		
HTPCL	Hewitt Public Library		
HWARD	Howard County Library		
IFA	Fort Worth Library		
IGA	Dallas Public Library		
IJC	Irving Public Library		
IKM	Texas State Libr & Arch Commission		
JENTD	Jennie Trent Dew Library		
JHWCP	JH Wootters Crockett Public Library		
JOHCL	Johnson City Library		
KELPL	Keller Public Library		
KIMCL	Kimble County Library		
KRBYP	Kirbyville Public Library		
KVIJL	Lake Travis Community Library		
L3B	Lubbock Christian University		
LAJOY	La Joya Municipal Library		
LAKCL	Lake Cities Library		
LANVM	Lancaster Veterans Memorial Library		
LCPC	Lucy Hill Patterson Memorial Library		
LEPLL	Little Elm Public Library		
LLCLS	Llano County Library System		
LMBTN	Lumberton Public Library		
LPLTX	Leander Public Library		
LVF	Lewisville Public Library		
M\$K	McKinney Public Library System		
M8D	Midland College Fasken Learning Center		
MAFML	Maffett Memorial Library		
MCBOT	Medina Community Library		
MCY	Midland County Public Library		
MMPJL	McMullen Memorial Library		
MPLBT	Mansfield Public Library		
MRJG	Marlin Public Library		
MTLYC	Motley County Library		
MULAP	Muleshoe Area Public Library		



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NCRJL	Nancy Carol Roberts Memorial Library		
NEDER	Marion & Ed Hughes Public Library (HALAN)		
NEPCL	Nellie Pederson Civic Library		
NM\$	Nicholson Memorial Library System		
O2D	Murry H Fly Learning Resources Center		
OCLAC	Olney Community Library and Arts Center		
PALES	Palestine Public Library		
PFLCL	Pflugerville Community Library		
PINER	Pioneer Memorial Library		
PLS	Plano Public Library System		
PLYCL	Yoakum County/Plains		
POISA	Port Isabel Public Library		
PORTN	Effie & Wilton Hebert Public Library (HALAN)		
POSTP	Post Public Library		
PPLBT	Paris Public Library		
PRSPR	Prosper Community Library		
QS2	Montgomery County Memorial Library System		
QS3	Denton Public Library		
QS4	Friendswood Public Library		
QS5	Georgetown Public Library		
QS6	Hurst Public Library		
QS7	Dr Eugene Clark Library		
QS8	Nacogdoches Public Library		
QS9	Port Arthur Public Library (HALAN)		
QT4	Round Rock Public Library System		
QT5	Tom Green County Library System		
QT6	Sherman Public Library		
QT7	Tyler Public Library		
QT8	Weatherford Public Library		
R\$G	Ranger College Goleman Library		
RACJG	Rains County Public Library		
RBRML	Reber Memorial Library		
RCHPU	Riter C Hulsey Public Library		
RELCP	Real County Public Library		
REVCL	Reeves County Library		
RIHPL	Richland Hills Public Library		
RIOJG	Rio Grande City Public Library		
RKA	Texarkana Public Library		
RKWLC	Rockwall County Library		

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Texas State Library Archives Commission  
Group WorldShare ILL Subscription and Access Fees

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RMLJL	Rylander Memorial Library		
ROPUB	Roanoke Public Library		
RPLUC	Rankin Public Library		
RTOPP	Round Top Family Library		
RV8	Rosenberg Library		
S5@	Southwest Texas Junior College		
SADPL	Salado Public Library District		
SAP	San Antonio Public Library		
SBRWN	Sammy Brown Library		
SCHPL	Schulenburg Public Library		
SLPLM	Southlake Public Library		
SLTNP	Slaton City Library		
SPBJL	Sinton Public Library		
SYKJL	Singletary Memorial Library		
T2C	Lovett Memorial Library McLean (HLC)		
T2D	Jackson County Memorial Library		
T2G	Temple Public Library		
T2H	Carson County Public Library (HLC)		
T2K	Hemphill County Library (HLC)		
T2L	Memphis Public Library (HLC)		
T2O	Hansford County Library (HLC)		
T2S	Boerne Public Library		
T2W	Van Alstyne Public Library		
T2X	Fayette Public Library		
T3B	Westbank Community Library		
T3D	Sam Fore Jr Wilson County Public Library		
T3E	Poteet Public Library		
T3F	Marion Community Library		
T3G	Crowley Public Library		
T3H	Watauga Public Library		
T3I	Rhoads Memorial Library (HLC)		
T3J	Bandera County Library		
T3L	Bastrop Public Library		
T3N	Bedford Public Library		
T3Q	Hood County Public Library		
T3S	Hillsboro City Library		
T3V	Rita & Truett Smith Public Library		
T7A	Carrollton Public Library		
T7B	Brazoria County Library System		

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T7F	Farmers Branch Manske Public Library		
T7L	Helen Hall Library		
T7P	Pasadena Public Library (HALAN)		
T7Q	Mesquite Public Library		
T7R	Rowlett Public Library		
T7U	Unger Memorial Library		
T7X	Eules Public Library		
T8C	Cleburne Public Library		
T8H	Huntsville Public Library		
T8M	College of the Mainland Library		
TAP	Amarillo Public Library (HLC)		
TJT	North Richland Hills Public Library		
TJW	Bay City Public Library		
TJX	Beaumont Public Library System		
TJY	Sterling Municipal Library		
TJZ	Seguin-Guadalupe County Public Library		
TLY	Texas State Libr & Arch Commission		
TME	McAllen Memorial Library		
To be profiled	Natalia's Veteran's Memorial Library		
TOP	Allen Public Library		
TS4	Brownsville Public Library System		
TVP	Victoria Public Library		
TWB	Wayland Baptist University (HLC)		
TX2	Alamo Public Library		
TX4	Donna Public Library		
TX5	Dustin Michael Sekula Memorial Library		
TX6	Elsa Public Library		
TX7	Harlingen Public Library		
TXAAL	Aubrey Area Library		
TXADO	Alvarado Public Library		
TXAHM	AH Meadows Library		
TXAHP	Archer Public Library		
TXAMP	Allen Memorial Public Library		
TXANG	Howard College San Angelo Library		
TXANS	Anson Public Library		
TXAPL	Alpine Public Library		
TXARC	Aransas County Public Library		
TXATL	Atlanta Public Library		
TXATP	Arthur Temple Sr Memorial Library		

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TXAUA	Austin County Library System		
TXB	Abilene Public Library		
TXBAY	Baylor County Free Library		
TXBEL	Bell/Whittington Public Library		
TXBIC	Bicentennial City-County Library		
TXBIT	Britain Memorial Library (HLC)		
TXBJH	BJ Hill Library		
TXBKB	Burkburnett Library		
TXBLA	Blanche K Werner Public Library		
TXBMD	Bremond Public Library		
TXBMM	G. B. Burton Memorial Library (HLC)		
TXBNA	Buna Public Library		
TXBNC	Blanco County South Library District		
TXBOY	Boyce Ditto Public Library		
TXBPL	Bonham Public Library		
TXBRI	Bridgeport Public Library		
TXBSB	Booker School/Public Library (HLC)		
TXBUF	Buffalo Public Library		
TXBVM	Bertha Voyer Memorial Library		
TXBWI	Bowie Public Library		
TXBWN	Brownwood Public Library		
TXBYD	Boyd Public Library		
TXCAC	Cactus Branch Library, Moore County (HLC)		
TXCAL	Canyon Area Library (HLC)		
TXCAN	Crane County Library		
TXCAP	Coldspring Area Public Library		
TXCCC	Carnegie City-County Library		
TXCCK	Cockrell Hill Public Library		
TXCCL	Coke County Library		
TXCDR	The Library at Cedar Creek Lake		
TXCFG	C.F. Goodwin Public Library		
TXCHN	Callahan County Library		
TXCHP	Childress Public Library (HLC)		
TXCIP	City of Presidio Library		
TXCIJ	Cameron-J Jarvis Troup Municipal Library		
TXCJR	Charles J Rike Memorial Library		
TXCKT	Crockett County Public Library		
TXCLC	Munday City-County Library		
TXCLH	Calhoun County Public Library		

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TXCLL	Collingsworth Public Library (HLC)		
TXCLU	Claude Public Library		
TXCLY	Clyde Public Library		
TXCMR	Cameron Public Library		
TXCOK	Cooke County Library		
TXCOM	Comanche Public Library		
TXCOT	Charlotte Public Library		
TXCPL	Chico Public Library		
TXCPR	Caprock Public Library		
TXCPU	Commerce Public Library		
TXCRD	Crandall-Combine Community Library		
TXCRP	Corsicana Public Library		
TXCTM	Centennial Memorial Library		
TXCUE	Cuero Public Library		
TXCVP	Converse Public Library		
TXCWF	City of Wolfforth Library		
TXDAP	Daingerfield Public Library		
TXDBM	D Brown Memorial Library		
TXDCC	DeLeon City County Library		
TXDCK	Dickinson Public Library		
TXDCS	Dickens County Spur Public Library		
TXDHC	Dallam-Hartley County Library (HLC)		
TXDIC	Driscoll Public Library		
TXDIM	Dimmit County Public Library		
TXDLL	Dilley Public Library		
TXDNP	Denison Public Library		
TXDPL	Decatur Public Library		
TXDPT	Depot Public Library		
TXDRI	Dripping Springs Community Library		
TXDSC	Hutchinson County Library (HLC)		
TXDSL	Deaf Smith County Library (HLC)		
TXDUB	Dublin Public Library		
TXDUV	Duval County/San Diego Public Library		
TXEDR	Ed Rachal Memorial Library		
TXEHR	Ed & Hazel Richmond Public Library		
TXELG	Elgin Public Library		
TXELP	Electra Public Library		
TXEMG	E M Gilliam Memorial Library		
TXENN	Ennis Public Library		

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TXEPC	East Parker County Library		
TXEPL	Edwards Public Library		
TXETG	East Travis Gateway Library District		
TXEUL	Eula & David Wintermann Library		
TXEVE	Everman Public Library		
TXFCB	Federal Prison Camp Bryan, TX		
TXFCP	Franklin County Public Libr-TX		
TXFHP	Fort Hancock Hudspeth Public Library		
TXFLA	Fairfield Library		
TXFLO	Florence Public Library		
TXFMR	F M Richards Memorial Library		
TXFOA	Foard County Library		
TXFOR	Forrest Hill Public Library		
TXFPL	Betty Foster Public Library		
TXFRA	Frankston Depot Library		
TXFRI	Friona Public Library (HLC)		
TXG	Austin Public Library		
TXGAI	Gaines County Library		
TXGCL	Goliad County Library		
TXGHP	Genevieve Miller Hitchcock Public Library		
TXGID	Giddings Public Library		
TXGIL	Gilbreath Memorial Library		
TXGLA	Gladys Johnson Ritchie Public Library		
TXGON	Gonzales Public Library		
TXGPL	Groves Public Library		
TXGPM	Grand Prairie Public Library System		
TXGPP	Grapeland Public Library		
TXGRA	Grace Grebing Public Library		
TXGRD	Virgil & Josephine Gordon Memorial Library		
TXGRU	Gruver City Library		
TXGSP	Grand Saline Public Library		
TXGUT	Guthrie CSD & King County Public Library		
TXGVP	Grandview Public Library		
TXHAL	Hale Center Public Library		
TXHAM	Hamilton Public Library		
TXHAP	Hutchins Atwell Public Library		
TXHAR	Harper P Library		
TXHAS	Haskell County Library		
TXHIG	Higgins Public Library (HLC)		

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TXHOK	Hooks Public Library		
TXHON	Hondo Public Library		
TXHPR	Haslet Public Library		
TXHSP	Hughes Springs Area Public Library		
TXHUT	Hutto Public Library		
TXIDA	Idalou Public Library		
TXIMP	Imperial Public Library		
TXING	Ingleside Public Library		
TXIPL	Alice Public Library		
TXIRA	Iraan Public Library		
TXIRI	Irion County Library		
TXJAH	Joe A Hall High School and Community Library		
TXJAM	Jonestown Community Library		
TXJAS	Jasper Public Library		
TXJBN	J B Nickells Memorial Library		
TXJCO	Justin Community Library		
TXJDC	Jeff Davis County Library		
TXJEF	Jefferson Carnegie Library		
TXJEK	John Ed Keeter Public Library		
TXJON	Jones Public Library		
TXJOU	Jourdanton Community Library		
TXJPL	Jacksonville Public Library		
TXJRH	JR Huffman Public Library		
TXJSP	Joshua School & Public Library		
TXKAR	Karnes City Public Library		
TXKAU	Kaufman County Library		
TXKDM	Kendrick Memorial Library		
TXKEN	Kennedale Public Library		
TXKEP	Kendalia Public Library		
TXKIL	Kilgore Public Library		
TXKIP	Killeen City Library System		
TXKML	Killgore Memorial Library (HLC)		
TXKNC	Kinney County Public Library		
TXKPL	Krum Public Library		
TXKTC	Kent County Library		
TXKUR	Kurth Memorial Library		
TXKYL	Kyle Community Library		
TXKYP	Kenedy Public Library		
TXKZP	Kountze Public Library		

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TXL	Lubbock Public Library		
TXLAG	Lago Vista Public Library		
TXLAK	Lakehills Area Library		
TXLAM	La Marque Public Library		
TXLAP	Lena Armstrong Public Library		
TXLBH	Liberty Hill Public Library		
TXLCL	Lamb County Library		
TXLEE	Lee Public Library		
TXLEO	Leonard Public Library		
TXLIL	Lindale Library		
TXLIV	Live Oak County Library		
TXLML	Lovett Memorial Library Pampa (HLC)		
TXLMP	Marathon Public Library		
TXLOA	Lone Oak Area Public Library		
TXLPL	Lampasas Public Library		
TXLVP	Laguna Vista Public Library		
TXLWP	Lake Whitney Library		
TXLYM	Liberty Municipal Library		
TXLYT	Lytle Public Library		
TXMAD	Madison County Library		
TXMAL	Marshall Public Library		
TXMAR	Marfa Public Library		
TXMAU	Maud Public Library		
TXMBL	Mae S Bruce Library		
TXMCL	Martin County Library		
TXMCM	Mason County M Beven Eckert Memorial Library		
TXMCP	Mount Calm Public Library		
TXMEN	Menard Public Library		
TXMER	Meridian Public Library		
TXMGM	McGinley Memorial Public Library		
TXMIC	Mickey Reily Public Library		
TXMIN	Mineola Memorial Library		
TXMIT	Mitchell County Public Library		
TXMKE	Merkel Public Library		
TXMLI	Melissa Public Library		
TXMLR	Mary Lou Reddick Public Library (Lake Worth Library)		
TXMML	Murphy Memorial LibraryNCRJL		
TXMOO	Moody Community Library		
TXMPP	Mount Pleasant Public Library		



## Attachment C

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### Texas State Library Archives Commission Group WorldShare ILL Subscription and Access Fees

12 Month Renewal

<b>Institution Symbol</b>	<b>Participating Institution</b>	<b>WorldShare ILL Subscription Renewal Period 9/1/2015-8/31/2016</b>	<b>Access Subscription Renewal Period 9/1/2015-8/31/2016 (Paid by TSLAC)</b>
TXMTH	Mathis Public Library		
TXN	Houston Public Library (HALAN)		
TXNAV	Navasota Public Library		
TXNBP	New Boston Public Library		
TXNCL	Newton County Public Library		
TXNES	Nesbitt Memorial Library		
TXNEW	Newark Pulic Library		
TXNIX	The Aphne Pattillo Nixon Public Library		
TXNNC	Noonday Community Library		
TXNNM	Nancy Nail Memorial Library		
TXNOC	Nocona Public Library		
TXNPL	Naples Public Library		
TXNPS	Nicholas P Sims Library (Waxahachie)		
TXNUE	Nueces County Keach Family Library		
TXNWP	New Waverly Public Library		
TXOCL	Oldham County Public Library (HLC)		
TXODE	Odem Public Library		
TXOLT	Olton Area Library		
TXONA	Onalaska Public Library		
TXP	El Paso Public Library		
TXPAL	Palacios Library Inc		
TXPEA	Pearsall Public Library		
TXPEN	Penitas Public Library		
TXPIL	Pilot Point Community Library		
TXPIT	Pittsburg-Camp County Public Library		
TXPLE	Pleasanton Public Library		
TXPML	Perry Memorial Library (HLC)		
TXPOT	Pottsboro Area Public Library		
TXPRI	Princeton Community Library		
TXQUE	Quemado Public Library		
TXQUI	Quitman Public Library		
TXRAN	Ranger City Library		
TXRCL	Reagan County Library		
TXRED	Red Oak Public Library		
TXRHO	Rhome Public Library		
TXRHP	Rio Hondo Public Library		
TXRJK	Robert J Kleberg Public Library		
TXROB	Robertson County Library		
TXROP	River Oaks Public Library		

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TXROT	Rotan Public Library		
TXRRC	Red River County Public Library		
TXRUB	Rube Sessions Memorial Library		
TXRWC	Red Waller Community Library		
TXSAC	Sachse Public Library		
TXSAI	Saint Jo Public Library		
TXSAU	San Augustine Public Library		
TXSBP	Sabinal Public Library		
TXSCH	Schertz Public Library		
TXSCL	Swisher County Library (HLC)		
TXSCP	Sherman County Public Library (HLC)		
TXSCU	Scurry County Library		
TXSEA	Seagoville Public Library		
TXSHA	Shackelford County Library		
TXSHP	Shepherd Public Library		
TXSHT	Schleicher County Public Library		
TXSIL	Silsbee Public Library		
TXSJP	San Juan Public Library		
TXSLE	Springlake-Earth Community Library		
TXSME	Smithville Public Library		
TXSML	Somervell County Library		
TXSMP	Shamrock Public Library		
TXSPL	Sanger Public Library		
TXSPT	Springtown Public Library		
TXSPU	Shiner Public Library		
TXSSC	Shallowater School County Library		
TXSTC	Stamford Carnegie Library		
TXSTG	Sterling County Public Library		
TXSTN	Sutton County Library		
TXSTP	Stephenville Public Library		
TXSTW	Stonewall County Library		
TXSVP	Sunnyvale Public Library		
TXSWM	Smith-Welch Memorial Library		
TXTAP	Tawakoni Area Public Library		
TXTBM	Tom Burnett Memorial Library		
TXTCP	Terrell County Public Library		
TXTFT	Taft Public Library		
TXTLL	TLL Temple Memorial Library & Archives		
TXTNR	Teinert Memorial Public Library		

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### Texas State Library Archives Commission Group WorldShare ILL Subscription and Access Fees

12 Month Renewal

<b>Institution Symbol</b>	<b>Participating Institution</b>	<b>WorldShare ILL Subscription Renewal Period 9/1/2015-8/31/2016</b>	<b>Access Subscription Renewal Period 9/1/2015-8/31/2016 (Paid by TSLAC)</b>
TXTRC	Tri-County Library		
TXTRI	Tri-Community Library		
TXTSP	Thompson Sawyer Public Library		
TXUPP	University Park Public Library		
TXUPR	Upshur County Library		
TXUUL	Runge Public Library		
TXVAL	Valley Mills Public Library		
TXVAN	Van Community Library		
TXVHC	Van Horn City County Library		
TXVID	Vidor Public Library		
TXW	Waco-McLennan County Library		
TXWAL	Waller County Library		
TXWBR	Wells Branch Community Library		
TXWCL	Whitehouse Community Library		
TXWCP	Wolfe City Public Library		
TXWHL	Wheeler Public Library		
TXWHS	White Settlement Public Library		
TXWIT	Winters Public Library		
TXWKC	Winkler County Library		
TXWLD	Waelder Public Library		
TXWPL	Weimar Public Library		
TXWRB	William R Bill Ellis Memorial Library		
TXWSK	Waskom Public Library		
TXWST	West Public Library		
TXWVL	Westworth Village Public Library		
TXYCL	Yoakum County/Cecil Bickley Library		
TXYPL	Yorktown Public Library		
TY2	Mercedes Memorial Library		
TY4	Speer Memorial Library		
TY5	Pharr Memorial Library		
TY7	Weslaco Public Library		
TYPML	Tye Preston Memorial Library		
UNVSL	Universal City Public Library		
UPTNP	Upton County Public Library		
UTOPM	Utopia Memorial Library		
VN#	Vernon College		
VZCPP	Van Zandt County Library		
W9@	W Walworth Harrison Public Library		
WARDC	Ward County Library		

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WARTN	Wharton County Library		
WHAJG	Carl & Mary Welhausen Library		
WHOJL	White Oak School Community Library		
WHWPL	Whitewright Public Library		
WIMVL	Wimberley Village Library		
WPLBT	Whitesboro Public Library		
WT2	William T Cozby Public Library		
XZ7	Cedar Park Public Library		
XZ8	Library of Graham		
XZ9	Butt-Holdsworth Memorial Library		
YS@	Southwestern Adventist University		
YT2	Richardson Public Library		
YT3	Rusk County Library System		
YT4	Teague Public Library		
YT5	Val Verde County Library		
YT6	Orange Public Library		
YU2	Leon Valley Public Library		
YU6	Moore Memorial Public Library		
YU7	Zula Bryant Wylie Library		
ZAPCP	Olga V Figueroa Zapata County Public Library		
ZH8	Wichita Falls Public Library		
	<b>Total</b>	<b>\$474,128.38</b>	<b>\$67,310.30</b>

Note: For FY16, this includes a 3.00% price increase for the WorldShare ILL subscription (credits are included and not incremented)

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All of the following terms and conditions are hereby made part of this contract with the Texas State Library and Archives Commission (TSLAC) by reference. Submitting a Response with a false statement is a material breach of contract and shall void the submitted Response or any resulting contracts, and the Vendor shall be removed from all bid lists.

Contracts awarded by TSLAC shall be governed by and construed in accordance with the laws of the State of Texas. The federal or state courts of the United State located in Texas shall have jurisdiction to hear any dispute under potential contracts and serviced may be made upon TSLAC by first class mail to its address as set forth herein.

In the events of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the following order of priority: Signed TSLAC Contract, TSLAC Terms and Conditions, Attachments to the Contract, Request for Proposals, and Vendor's Response to Request to Proposals.

1. **Notices.** Unless specifically noted elsewhere in this Contract, any written notices required under this Contract will be either hand delivered to Vendor's office address specified on the signature page of this Contract or to TSLAC's Purchasing Department, 1201 Brazos Street, Room 309, Austin, Texas 78701, or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address by written notification to the other party.
2. **Debarred Vendors List.** Vendor represents and warrants that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local government entity and that Vendor is in compliance with the State statutes and rules relating to procurement and that Vendor or its subcontractors are not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
3. **Duty to Disclose.** If circumstances change or additional information is obtained regarding any of the representations and warranties, or any other disclosure statements, provided by Vendor subsequent to the date of this Contract, Vendor's duty to disclose continues through the term of this Contract.
4. **Sales and Use Tax.** The TSLAC, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Vendor may be able to claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Excise Tax Exemption Certificates are available upon request.
5. **Observance of TSLAC Rules and Regulations.** Vendor agrees that at all times its employees will observe and comply with all regulations when accessing the TSLAC facilities, including, but not limited to, parking and security regulations.
6. **Non-Appropriation of Funds.** The State funds are contingent on the availability of lawful appropriates by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this contract; the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.
7. **No Other Benefits.** Vendor shall have no exclusive rights or benefits other than those set forth herein.
8. **Prohibited Use of Appropriated or Other Funds Under Control of State Agency; Lobbying.** Vendor represents and warrants that TSLAC's payment to Vendor and Vendor's receipt of appropriated or other funds under this any resulting Contract are prohibited by Section 556.005 or Section 556.008 of the Texas Government Code.
9. **Public Information Act.** Information, documentation, and other material in connection with this RFP or contract may be subject to public disclosure pursuant to Chapter 552.021 of the Texas Government Code (the "Public Information Act"). Any part of a submitted Response that is of a confidential or proprietary nature must be clearly and prominently marked on each page as such by the Vendor.
10. **Confidentiality and Open Records.** Vendor shall take all necessary and appropriate action to safeguard all sensitive data and other confidential information from unauthorized disclosure. Whenever the transmission of confidential information is necessary, Vendor shall transmit the information electronically, and such electronic transmission shall be secure and the data encrypted, at a minimum, using 128 AES encryption to protect it from unauthorized disclosure.

Notwithstanding any provisions of this Contract to the contrary, Vendor understands that TSLAC will comply with the Texas Public Information Act as interpreted by judicial opinions and opinions of the State's Attorney General. Within three (3) days of receipt, Vendor shall refer to TSLAC any third party requests received directly by Vendor for information to

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which Vendor has access as a result of or in the course of performance under this Contract. Vendor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

11. **Antitrust.** Vendor represents that neither the Vendor nor the company, corporation, partnership, or institution represented by the Vendor, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal to any other person engaged in such line of business.
12. **No Conflicts.** Vendor represents and warrants that Vendor has no actual or potential conflicts of interest in providing services to TSLAC under this Contract and that Vendor's provision of services under this Contract would not reasonably create an appearance of impropriety. Without limitation on the foregoing, other disclosures required under this Contract, and other prohibited work provisions of this Contract, Vendor shall, throughout the term of this Contract, comply with and provide all of the following to TSLAC, upon request: a copy of Vendor's most recent audit, if any, together with a full disclosure of any and all internal control weaknesses, if any; disclosure and detailed description of Vendor's most recent peer review, if any, stating the date of the review and irregularities, if any, and concluding comments; disclosure and detailed description of any emerging irregularities, if any, that could materially affect TSLAC's interests; and disclosure and detailed description of how Vendor determines whether Vendor's outside auditors provide consulting or other services to Vendor or Vendor's clients or to TSLAC.
13. **Specifications.**  
The State will not be bound by any oral statement or representation contrary to the written specifications.
14. **Delivery.**
  - a) Delivery shall be made during normal working hours (8am-5pm, CT), unless prior approval has been obtained from the TSLAC.
  - b) No substitutions permitted without written approval of the TSLAC's Purchasing Dept.
  - c) If delay is foreseen, vendor shall give written notice to the TSLAC. Vendor must keep the TSLAC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TSLAC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
15. **Permits, Licenses.** Vendor represents and warrants that it has obtained all necessary permits, licenses, easements, waivers, and permissions of whatsoever kind required for its performance and the performance of its subcontractors under this Contract.
16. **Contract Fulfillment.** If federal or state laws or regulations or other federal or state requirements are amended and judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the contract, the parties shall be discharged from any further obligations under this contract.
17. **Control; Ownership; Legal Proceedings.** Vendor shall immediately notify TSLAC in writing of any actual or anticipated change in the control or ownership of Vendor and of any legal or administrative investigations or proceedings initiated against Vendor regardless of the jurisdiction from which such proceedings originate.
18. **Time Limits.** Time is of the essence in the performance of this Contract. Vendor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.
19. **Inspection and Tests.** All goods will be subject to inspection and test by the State. Authorized TSLAC personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the Response or on samples taken from regular shipments. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of award.
20. **Payment.** Payment shall be made in accordance with Texas Prompt Payment Act, Chapter 2251 of Texas Government Code. TSLAC shall not pay any amounts for any purpose to Vendor or any entity, except as expressly provided in the

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Contract. TSLAC reserves the right to make payments only upon receipt of a correct invoice, including all of the required supporting documentation. TSLAC also reserves the right to refuse payments for invoices that exceed the rates specified in the Contract.

21. **Dispute Resolution.** Unless an applicable state statute or applicable federal law establishes another procedure for the resolution of disputes, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, as further described herein, by TSLAC and the Vendor to attempt to resolve all disputes arising under this contract. Vendor claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to the Chief Financial Officer or the designate. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Vendor and the TSLAC otherwise entitled to notice under the parties' contract. Compliance by Vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TSLAC if the parties are unable to resolve their disputes under this Section. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TSLAC nor any other conduct of any representative of TSLAC relating to this contract shall be considered a waiver of sovereign immunity to suit. The submission, processing and resolution of Vendor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Vendor, in whole or in part.
22. **Gifts.** The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response or contract.
23. **Compensation.** Pursuant to Chapter 2155.004 of the Texas Government Code, the Vendor has not received compensation for participation in the preparation of the specifications for this RFP or contract.
24. **Certification Regarding Non-Payment of Child Support.** Pursuant to Section 231.006 (d), Family Code, re: child support, the Vendor certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.
25. **Eligibility.** Under Chapter 2155.004 of the Texas Government Code, the vendor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Vendor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State.
26. **Liability for Taxes.** Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Vendor or its employees. TSLAC shall not be liable for any such taxes resulting from this Contract.
27. **HUBs.** Vendor represents and warrants that it shall comply with the Historically Underutilized Business requirements of this Contract.
28. **Debt.** Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas. Vendor shall comply with rules adopted by TSLAC under Sections 403.055, 403.0551, 2252.903 of the Texas Government Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State..
29. **Executive Head of a State Agency.** Pursuant to §669.003, Government Code, the TSLAC may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the executive head of the state agency. By submitting a Proposal, the Respondent certifies that it does not employ any person who was the Executive Head of a state agency in the past four years.
30. **State Auditor's Clause.** Vendor understands that acceptance of funds under this contract acts as acceptance of the

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authority of the State Auditors Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditors Office or its successor in the conduct of the audit or investigation, including providing all records requested and under confidentiality and related to this Agreement. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards.

- 31. Patents and Copyrights.** The Vendor agrees to protect the State of Texas from claims involving infringement of patents or copyrights.
- 32. Vendor Assignments.** Vendor hereby assigns an ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A Section 1, et seq (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq (1967).
- 33. Default.** If the Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms and conditions of the Contract, the TSLAC may, upon written notice of default to the Vendor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.
- The TSLAC may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless the TSLAC notifies the Vendor in writing prior to the exercise of such remedy. The Vendor shall remain liable for all covenants and indemnities under the Contract. The Respondent shall be liable for all costs and expenses, including court costs, incurred by the TSLAC with respect to the enforcement of any of the remedies listed herein.
- 34. Cancellation.** The cancellation of the agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to this agreement, and such cancellation by TSLAC shall not limit any other right or remedy available to the TSLAC at law or in equity.
- 35. Agreement Amendments.** No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the TSLAC Purchasing Department for prior review and approval. Only the contract administrator within the Purchasing Department or his/her designee will be authorized to sign changes or amendments.
- 36. Independent Vendor Status.** Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with TSLAC. TSLAC shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation insurance payments, or any other insurance payments, nor will TSLAC furnish any medical or retirement benefits, any paid vacation or sick leave.
- 37. Publicity.** Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of TSLAC's name in connection with any sales promotion or publicity event without the prior express written approval of TSLAC.
- 38. Severability.** If one or more provisions of this agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 39. No Waiver.** Nothing in this agreement shall be construed as a waiver of the state's sovereign immunity. This agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TSLAC does not waive any privileges, rights defenses, or immunities available to TSLAC by entering into this agreement or by its conduct prior to or subsequent to entering into this agreement.
- 40. Property Rights.** For purposes of this contract, the term "work" is defined as all reports, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. The TSLAC and Vendor intend this contract to be a contract for services, and each considers the work and any and all documentation or other products and results of the services to be rendered by Vendor to be a work made for hire. By execution of a contract



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for these services, Vendor acknowledges and agrees that the work (and all rights therein) belongs to and shall be the sole and exclusive property of the TSLAC.

If, for any reason, the work would not be considered a work-for-hire under applicable law, Vendor does hereby sell, assign, and transfer to the TSLAC, its successors and assigns, the entire right, title and interest in and to the copyright of the work and any registrations and copyright applications relating thereto, and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Vendor agrees to execute all papers and to perform such other property rights as the TSLAC may deem necessary to secure for TSLAC or its designee the rights herein assigned.

Copyrightable material made by the Vendor for TSLAC shall be considered work-made-for-hire for TSLAC within the meaning of the copyright laws. Vendor shall assign all rights, title and interest in such copyrightable materials to TSLAC. Should this work product prove to be patentable, Vendor will assign all patent rights to TSLAC upon request. TSLAC shall have the right, at its discretion, to keep such work product as a trade secret.

Vendor and Vendor's employees shall have no rights of ownership of the Work and any documentation or other products and results of the services or any other property of TSLAC. Any property or Work not specifically scheduled in this Contract as property of Vendor shall constitute property of TSLAC.

In addition to compliance with the right to examination provisions of the Contract, Vendor must deliver to TSLAC, no later than the forty-eight (48) hours after receipt of TSLAC's written request for same, all completed or partially completed Work and any and all documentation or other products and results of the Services under such Contract. Vendor's failure to timely deliver such Work or any documentation or other products and results of the Services will be considered a material breach of the Contract. With the prior written approval of TSLAC, this forty-eight (48) hour period may be extended for delivery of certain completed or partially completed Work or other such information, if such extension is in the best interest of the State of Texas or TSLAC. If Vendor fails to deliver such Work within forty-eight (48) hours after receipt of written request for same, TSLAC may withhold all payments to Vendor, may withhold all authorization for payment of previously approved and future invoices, may impose liquidated damages of \$1000 per each twenty-four (24) hour period of delay, or a pro rata amount for any portion of each such twenty-four (24) hour period. During the transition from any successor of the Vendor, TSLAC may impose liquidated damages of \$2000 rather than \$1000 per each twenty-four (24) hour period of delay, or a pro rata amount for any portion of each such twenty-four (24) hour period. These liquidated damages are in addition to other remedies and rights that are applicable or available to TSLAC for such failure or delay under this Contract.

41. **Acceptance of Products and Services.** All products furnished and all services performed under this agreement shall be in accordance with the specifications, terms, and conditions of this contract. TSLAC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
42. **Deceptive Trade Practices Act (DTPA).** Vendor represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit, and that Vendor has not been found to be guilty of such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit, and that such officers have not been found to be guilty of such practices in such proceedings.
43. **Immigration.** Vendor represents and warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 ("Immigration Act"), and the Illegal Reform and Immigrant Responsibility Act of 1996 ("IRIRA") regarding employment verification and retention of verification forms for any individuals hired who will perform any labor or services under this Contract. Vendor also represents and warrants that it shall comply with the requirements of the Immigration Act regarding creation of the lottery system for granting visas and IRIRA which created three (3) year, ten (10) year and permanent bars to entrance into the United States.
44. **Criminal Conviction Certification.** The Vendor represents and warrants that Vendor has not and Vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor has fully advised TSLAC as to the facts and circumstances surrounding the conviction. Vendor has a continuing duty to amend, supplement or correct this representation and warranty not later than ten (10) days after discovering additional information relating to felony criminal convictions of Vendor or any of its employees. Vendor shall not allow any employee convicted of a felony criminal offense to perform tasks related to the contract without such disclosure and express permission from TSLAC.
45. **Subcontracting.** It is contemplated by the parties hereto that the Vendor shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event the Vendor should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Vendor shall

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subcontract for such performances only after the Vendor has transmitted to TSLAC a true copy of the subcontract the Vendor proposes to execute with a subcontractor and has obtained TSLAC's written approval for subcontracting the subject performance in advance of executing a subcontract. The Vendor, in subcontracting for any products or performances specified herein, expressly understands and acknowledges that in entering into such subcontracting(s), TSLAC is in no manner liable to any subcontractor(s) of the Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the finished products and/or services rendered under all subcontracts are rendered so as to comply with all terms of this contract.

46. **Assignment.** The Vendor will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from TSLAC.
47. **Accessibility.** TSLAC is required to follow Texas Administrative Code, Title 1, Part 10, Chapter 206, Accessibility and Usability of State Web Sites, Texas Administrative Code, Title 1, Part 10, Chapter 213, and the Federal Section 508, Accessibility Standards.
48. **Ethics.** Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Chapter 2155.003 of the Texas Government Code. The Rule outlines the ethical standards required of public purchaser, employees, and vendors who interact with public purchasers in the conduct of state business. Specifically, a TSLAC employee may not have an interest in, or in any manner be connected with a contract or RFP for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TSLAC or purchasers of other state agencies.
49. **Convictions in connection with Hurricane Katrina, Hurricane Rita, and subsequent disasters.** Per Senate Bill 608, 80th Legislative Session, TSLAC will not accept Responses, nor award contracts to persons convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Katrina, Hurricane Rita, and subsequent disasters.
50. **Equal Opportunity.** Vendor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age and disability in the performance of awards.
51. **Drug Free Workplace.** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
52. **Force Majeure.** Neither Vendor nor TSLAC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any award resulting from a RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
53. **Termination.** Vendor shall have the right to terminate contracts awarded from this Contract upon a material breach of its terms by TSLAC, which are not cured within thirty (30) days of written notice. If Vendor (a) terminates or suspends its business (b) becomes subject to any bankruptcy or insolvency proceeding under any Federal or State statute or (c) becomes or subject to direct control by a trustee, receiver, or similar authority, TSLAC may, in addition to its other legal rights and remedies, terminate this agreement on 15 days notice to Vendor. Upon such termination, Vendor will offer TSLAC a prorated refund or subscription fee.

In the event that the Contract is terminated for any reason, or upon its expiration, the TSLAC shall retain ownership of all associated work products and documentation obtained from the Vendor under the Contract.

54. **Termination for Convenience.** TSLAC reserves the right, in its sole discretion, to terminate the Contract on thirty (30)

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days written notice to the Vendor.

- 55. Termination Remedies.** Upon an Event of Default, TSLAC, without limiting any other rights or remedies it may have by law, equity, or under this Contract, will have the right to institute an action for actual damages and/or injunctive relief and/or to terminate the Contract immediately. TSLAC's termination of this Contract shall not limit or waive any remedies TSLAC may have for breach by Vendor of its past, present, or future duties and obligations created by this Contract or otherwise required by applicable law.

All remedies available to TSLAC for breach or anticipatory breach of this Contract by Vendor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, injunction relief and/or performance bonds may also be invoked either separately or combined with any other remedy in accordance with applicable law.

- 56. Survival of Terms.** Termination of this Contract for any reason shall not release the Vendor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

- 57. Supporting Documents; Right to Audit; Independent Audits.** Vendor shall maintain all such documents and other records relating to this Contract, and the State's property not otherwise confidential, for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Contract, not otherwise confidential for purposes of inspecting, monitoring, auditing, or evaluating by TSLAC, State of Texas or their authorized representatives. Vendor shall cooperate with auditors and other authorized TSLAC and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TSLAC or the State of Texas. By example, and not as an exclusion to other breaches or failures, Vendor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TSLAC to immediately assess liquidated damages as described in Section 29 of Appendix C for such failure. For purposes of this Section, the "State's property" includes, but is not limited to, "Work" as defined in the RFP. TSLAC may require, at Vendor's sole cost and expense, independent audits by a qualified certified public accounting firm of Vendor's books and records or the State's property. The independent auditing shall provide TSLAC with a copy of such audit at the same time it is provided to Vendor. TSLAC retains the right to issue the request for Statement of Qualifications for the services of an independent certified public accounting firm under this Contract. In addition to and without limitation on the other audit provisions of this Contract, pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of Vendor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Vendor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Vendor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Contract may be amended unilaterally by TSLAC to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.003. Under procedures provided by the state auditor on September 5, 2003, in addition to the above, (1) Vendor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds; (2) Vendor further agrees to cooperate fully with the state auditor in the conduct of the audit or investigation, including providing all records requested; (3) Vendor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards; and (4) the state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Vendor relating to this Contract

- 58. Limitation on Authority; No Other Obligations.** Vendor shall have no authority to act for or on behalf of TSLAC or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TSLAC.

- 59. Records Retention.** Vendor shall maintain and retain supporting fiscal documents related to the Contract until December 31, 2021.

- 60. Federal, State, and Local Requirements.** Vendor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Vendor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Vendor shall comply with all federal and State tax laws and withholding requirements.

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The State of Texas shall not be liable to Vendor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Vendor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Vendor's omission or breach of this Section.

- 61. Applicable Law & Conforming Amendments.** Vendor must comply with all laws, regulations, requirements and guidelines applicable to a Vendor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TSLAC reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TSLAC or Vendor's compliance with all applicable State and federal laws, and regulations.

This Contract may be amended only upon written agreement between TSLAC and Vendor; however, this Contract may not be amended so as to make it conflict with the laws of the State. TSLAC may issue Purchase Order Change Notices for ordering and tracking purposes consistent with this Contract provided such Purchase Order Change Notices reference the Contract.

- 62. No Liability Upon Termination.** If this Contract is terminated for any reason, TSLAC and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Vendor may be entitled to the remedies provided in Government Code, Chapter 2260. Vendor or Vendor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing services under any Contract resulting from this RFP. Vendor or Vendor's employees, representatives, agents and any subcontractors shall not be employees of TSLAC. Should Vendor subcontract any of the services required in this RFP, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TSLAC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this RFP.

- 63. Independent Vendor.** Vendor or Vendor's employees, representatives, agents, and any subcontractors shall serve as an independent contracting in providing services under any PO. Vendor or Vendor's employees, representatives, agents and any subcontractors shall not be employees of the TSLAC. Should Vendor subcontract any of the services required, Vendor expressly understands and acknowledges that in entering into such subcontract(s), the TSLAC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the specifications.

- 64. Electronic and Information Resources Accessibility Standards.** As Required by 1 Texas Administrative Code Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only) 1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. 2) Vendor shall provide TSLAC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TSLAC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

- 65. Provision for Direct Deposit.** The electronic funds transfer ("EFT") provisions of Texas law were codified in Section 403.016 of the Texas Government Code. Depending on eligibility under the law, certain payments from the State may be directly deposited into Vendor's bank account or may be made by warrant. If Vendor is eligible for direct deposit and wishes to be paid by direct deposit, Vendor must complete the form title "Vendor Direct Deposit Authorization" and return it as soon as possible to: Texas State Library & Archives Commission, Attention: Accounting, PO Box 12516 Austin, Texas 78711.

- a) provided under this agreement.

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**66. E-Verify.** By entering into a Contract, the Vendor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- a) All persons employed to perform duties within Texas, during the Term of the Contract; and
- b) All persons (including subcontractors) assigned by the Vendor to perform work pursuant to the Contract, within the United States of America.

The Vendor shall provide, upon request of the Texas State Library & Archives Commission, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Vendor, and Vendor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the State, with no prior notification. The Vendor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated Contract.

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**Library Services and Technology Act (LSTA) - Terms and Conditions**

**I. GENERAL TERMS AND CONDITIONS**

- A. The Vendor will comply with the following parts of the Texas Comptroller of Public Accounts UGMS revised June 2004, located at:  
<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>
- B. The Vendor will comply with Grant Reform 2 CFR Parts §200 and §3187.
- C. Vendor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- D. The Vendor, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Vendor and its employees may not
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the award.
- E. The Vendor certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Vendor shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including

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subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all Vendors shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.

- F. Vendor's authorized representative certifies to the best of his or her knowledge and belief that neither Vendor nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR Part §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800 (a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Vendor is unable to certify to any of the statements in this certification, the Vendor shall attach an explanation to these Terms and Conditions.
- G. Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested that are related to this agreement and not otherwise confidential..
- H. The Vendor agrees to main all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three year after the last State Program Report for the Texas LSTA 5-Year Plan 2013-2017, is submitted on December 31, 2018. The Contractor will maintain their records through December 31, 2021.
- I. The Vendor agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and or, (3) any other issues identified in Vendor's internal audit report or grant activities. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Vendor. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- J. Vendor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Vendor understands that the federal awarding agency, IMLS, reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, for Federal purposes (2 CFR §200.315).
- K. Vendor will, with guidance from the TSLAC, properly acknowledge the federal awarding agency, IMLS, on TSLAC branded subscribed resources and materials.

## **II. ENFORCEMENT**

- A. Remedies for noncompliance. If Vendor materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Vendor, or more severe enforcement action by TSLAC;
  - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

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3. Wholly or partly suspend or terminate the current contract for the Vendor's program;
  4. Withhold further awards for the program; or
  5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Vendor an opportunity for such hearing, appeal, or other administrative proceeding to which the Vendor is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Vendor resulting from obligations incurred by the Vendor during a suspension or after termination of an award are not allowable unless TSLAC expressly authorized in the notice of suspension or termination, or subsequently. Other Vendor costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations that were properly incurred by the Vendor before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
  2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Vendor from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.